



## Agenda Report

File #: 19-0802

### AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

**SUBJECT:**

City Council consideration of a Survey Monumentation Agreement for Parcel Map 30844 - Carlos Reynoso Padilla, Irene Macias Padilla, Angelique Macias Padilla-Hartog, and Alysia Macias Padilla-Vaccaro, Trustees of the 1996 Padilla Family Trust dated, October 31, 1996.

**RECOMMENDED ACTION:**

That the City Council authorize the Mayor to execute a Survey Monumentation Agreement between the City and Carlos Reynoso Padilla, Irene Macias Padilla, Angelique Macias Padilla-Hartog, and Alysia Macias Padilla-Vaccaro, Trustees of the 1996 Padilla Family Trust dated, October 31, 1996.

**ANALYSIS:**

Parcel Map 30844 is a proposed subdivision of 6.05-acres into three single-family residential lots located at 1516 Lemon Grove Lane, at the southeast intersection of Lemon Grove Lane and Golden Harvest Drive, in the R-A Zone, as shown on Exhibit "A." An existing residence is located on Parcel 1. Parcel Map 30844 was originally approved by the City Council on September 3, 2003.

In accordance with the Subdivision Map Act, the developer will enter into a Survey Monumentation Agreement and post sufficient securities to guarantee the placement of all survey monuments, as specified by Parcel Map 30844. All public improvements required for the development of these parcels have been constructed.

Securities have been posted as follows:

	Faithful Performance		Labor and Materials	
	Security No.	Amount	Security No.	Amount
Survey Monumentation	PWLE2018-0022 (cash - R13877)	\$2,000	N/A	N/A

**COMMITTEE ACTION:**

Not applicable.

**STRATEGIC PLAN:**

Not applicable.

**FISCAL IMPACT:**

All applicable fees have been paid by the developer as follows:

	Fee Type	Amount
Parcel Map Plan Check - PWLE2019-0022	Plan Check	\$6,165.00
South Corona Landscape Improvement Fee	Development Impact Fee	\$2,587.26
Parkland & Open Space (Quimby) Fee	Development Impact Fee	\$25,416.00
Drainage Fee	Development Impact Fee	\$2,352.00

**ENVIRONMENTAL ANALYSIS:**

In accordance with Section 15315 of the State Guidelines for the California Environmental Quality Act (CEQA), Parcel Map 30844 qualifies as a Class 15 Categorical Exemption. The property is zoned R-A, which is a single-family residential zone and is located in a residential area. The subdivision will result in three lots, which conform to the R-A standards and the City's General Plan designation of Single-Family Residential. No variances are associated with the subdivision. All services and access are available with the construction of the adjacent tract and designed per local standards. The property has not been involved in another subdivision within the previous two years, and the average slope of the property is less than 20 percent. Therefore, the project qualifies as an exemption under the referenced CEQA section and a Notice of Exemption has been filed.

However, this specific action before the Council is now exempt, pursuant to Section 15061(b)(3) of CEQA, which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action merely approves an agreement that provides security to guarantee the setting of survey monuments and there is no possibility that approving this agreement will have a significant effect on the environment. Therefore, no further environmental analysis is required.

**PREPARED BY:** MICHELE HINDERSINN, P.E., SENIOR CIVIL ENGINEER

**REVIEWED BY:** TOM KOPER, P.E., ACTING PUBLIC WORKS DIRECTOR

**REVIEWED BY:** KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

**REVIEWED BY:** MICHELE NISSEN, ASSISTANT CITY MANAGER

**SUBMITTED BY:** MITCHELL LANSDELL, ACTING CITY MANAGER

**Attachments:**

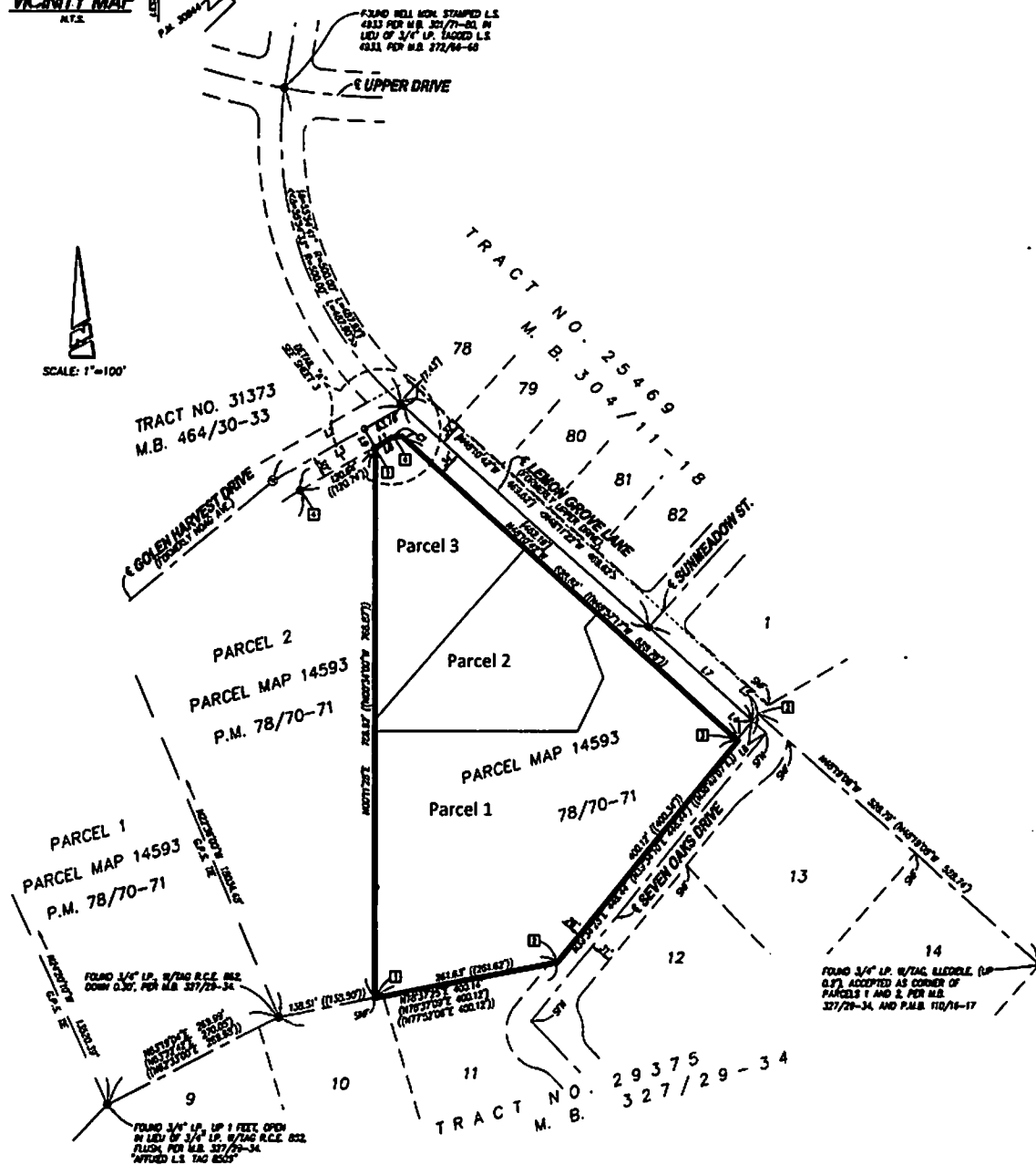
1. Exhibit "A" - Location Map
2. Agreement

Owner: PFT Properties  
133551 Magnolia Avenue  
Corona, CA 92789

Engineer: Land Development Consultants  
1520 Brookhollow Drive, Suite 33  
(714) 557-7700

VICINITY MAP  
NFS

**SCALE: 1"=100'**



**AGREEMENT FOR SURVEY MONUMENTATION  
PARCEL MAP 30844**

This Agreement is entered into as of this **18th** day of **September, 2019**, by and between the **City of Corona**, a municipal corporation (hereinafter referred to as "City") and **CARLOS REYNOSO PADILLA, IRENE MACIAS PADILLA, ANGELIQUE MACIAS PADILLA-HARTOG, AND ALYSIA MACIAS PADILLA-VACCARO, TRUSTEES OF THE 1996 PADILLA FAMILY TRUST DATED OCTOBER 31, 1996**, with its principal office located at **1516 Lemon Grove Lane, Corona, CA 92881** (hereinafter referred to as "Developer").

**WITNESSETH:**

**FIRST:** Developer, for and in consideration of approval of **Parcel Map 30844** (hereinafter referred to as "**Parcel Map 30844 map**") has submitted to the City for its approval and subsequent recordation a map prepared by **Inland Valley Surveying, Inc.**, containing property monuments in accordance with Section 66495 of the Subdivision Map Act.

**SECOND:** Developer now desires to record said **Parcel Map 30844** prior to having interior monuments set for said **Parcel Map 30844 Map**, and in consideration has instructed to certify on said **Parcel Map 30844 Map** that monuments will be set within **ONE YEAR** after recordation of **Parcel Map 30844 Map**. Furthermore, Developer has agreed to provide security guaranteeing the payment for the cost of setting such monuments in accordance with Section 66496 of the Subdivision Map Act.

**THIRD:** Developer and City desire to enter into this Agreement for the furnishing of security for the setting of monuments in performance of this Agreement. Upon the execution of this Agreement, Developer shall provide City with a surety bond in the amount of **Two Thousand Dollars and No Cents (\$2,000.00)** to guarantee the faithful performance of all of the provisions of this Agreement. The surety shall have a current A.M. Best's rating of no less than "A", shall be licensed to do business in California, and shall be satisfactory to the City. Upon request of the City, the amount of the bond shall be subject to adjustment at the sole and absolute discretion of the City if the estimated cost for the setting of monuments changes. As part of the obligation secured by the surety and in addition to the face amount of the bond, the surety shall also secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. These expenses, fees and costs shall be taxed as costs and included in any judgment rendered. The surety stipulates and agrees that no change, extension of time, alteration or addition to the terms of this Agreement shall in any way affect its obligation on the bond. In addition, the surety waives notice of any change, extension of time, alteration or addition to the terms of this Agreement.

**FOURTH:** The City may, either before or after the expiration of the time provided above and in its sole and absolute discretion, provide Developer with additional time within which to insure setting on monuments as required above. It is understood that by providing security for this Agreement, Developer's surety consents in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). The granting of an extension of time by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the monuments were to have been completed hereunder.

**FIFTH:** Upon default of any obligation hereunder, and at any time after any such default, City may make written demand upon Developer or its surety, or both, to immediately remedy the default. If the required work is not substantially commenced within ten (10) days of such demand, or if it is not thereafter diligently prosecuted to a completion acceptable to City within the time frame contained in the demand, City may then arrange for the completion of all remaining work. All such work shall be at the sole and absolute expense and obligation of Developer and its surety, without the necessity of giving any further notice to Developer or surety.

**SIXTH:** If City determines that there is a violation of applicable federal, state or local laws, ordinances, regulations or other requirements, or the terms and conditions of this Agreement, it may issue a cease and desist order. Developer hereby acknowledges irreparable harm and injury to City for the purposes of an application by City to the courts for a restraining order hereunder.

**SEVENTH:** Developer and its surety shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Developer, its officers, employees or agents arising out of or in connection with Developer's performance of this Agreement, including without limitation the payment of attorneys' fees. Further, Developer and its surety shall defend at their own expense, including attorneys' fees, City, its officials, officers, employees, and agents in any legal action based upon such acts, omissions or willful misconduct

**EIGHTH:** If Developer fails to comply with the provisions of this Agreement within the time set forth herein, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

**NINTH:** All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the parties listed at the addresses listed below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

**CITY:**

City of Corona  
Public Works Dept.  
400 S. Vicentia Avenue  
Corona, California 92882

**DEVELOPER:**

Carlos R. Padilla and Irene M. Padilla  
Angelique M. Padilla-Hartog  
Alysia M. Padilla-Vaccaro  
1516 Lemon Grove Lane  
Corona, CA 92881

**TENTH:** This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either in writing or oral, express or implied. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

CARLOS REYNOSO PADILLA, IRENE MACIAS PADILLA, ANGELIQUE MACIAS PADILLA-HARTOG, AND ALYSIA MACIAS PADILLA-VACCARO, TRUSTEES OF THE 1996 PADILLA FAMILY TRUST DATED OCTOBER 31, 1996

By: \_\_\_\_\_

CARLOS REYNOSO PADILLA

By: \_\_\_\_\_

IRENE MACIAS PADILLA

By: \_\_\_\_\_

ANGELIQUE MACIAS PADILLA-HARTOG

By: \_\_\_\_\_

ALYSIA MACIAS PADILLA-VACCARO

**ATTEST:**

**CITY CLERK  
OF THE CITY OF CORONA**

**CITY OF CORONA**

By: \_\_\_\_\_  
(City Clerk)

By: \_\_\_\_\_  
(Mayor)

**NOTE: TWO SIGNATURES ARE REQUIRED FOR ALL CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.**

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY  
ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of RIVERSIDE )

On August 28, 2019 before me, Carolina Castillo, Notary Public  
(insert name and title of the officer)

personally appeared Carlos Reynosa Padilla and Irene Macias Padilla,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



(Seal)



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of RIVERSIDE)

On August 28, 2019 before me, Carolina Castillo, Notary Public  
(insert name and title of the officer)

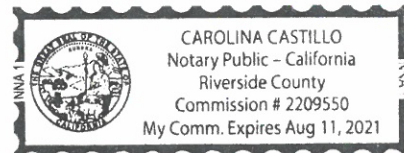
personally appeared Angelique Macias Padilla-Hartog & Alysia Macias Padilla-Vaccaro,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

(Seal)



# INLAND VALLEY SURVEYING, INC.

▪ CONSTRUCTION STAKING ▪ BOUNDARY SURVEYS ▪ TOPOGRAPHIC SURVEYS ▪

April 10, 2019

City of Corona  
Public Works  
400 S. Vicentia Avenue  
Corona, Ca 92882

RE: Final Monumentation-Parcel Map No. 30844

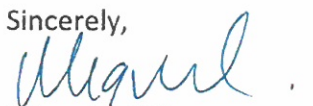
Dear Sir or Madam:

In accordance with Section 66496 of the subdivision Map Act of the State of California I hereby request that the placement of the interior monumentation for Parcel Map No. 30844 be deferred for one year. The cost for setting all interior monuments and providing centerline ties will be \$2,000.00

This amount should be placed on deposit/bond by the developer to guarantee payment for final monumentation and centerline ties.

I understand that in accordance with the Subdivision Map Act. Should I be unable to collect payment for setting the final monumentation, I can make demand on the deposit in this amount and acknowledge that it is my obligation to set all monuments and submit required centerline ties.

Sincerely,



Miguel A. Villaseñor  
P.L.S. 8509, Expires 12/31/20

Date 04/10/19



**LEGAL DESCRIPTION**

Real property in the City of Corona, County of Riverside, State of California, described as follows:

PARCEL 3 AS SHOWN BY PARCEL MAP NO. 14593 ON FILE IN BOOK 78, PAGES 70 AND 71 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

APN: 116-320-008-3



# Cash Register Receipt

City of Corona

**Receipt Number**  
**R13877**

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWLE2018-0022    Address: 1516 LEMON GROVE LN    APN: 116320008			
FAITHFUL PERFORMANCE BOND – SURVEY MONUMENTATION	11000000 22002	ORIGINAL	\$2,000.00
<b>TOTAL FEES PAID BY RECEIPT:R13877</b>			<b>\$2,000.00</b>

Date Paid: Tuesday, April 16, 2019

Paid By: CHRISTIAN VACARO

Cashier: MLEY

Pay Method: CHECK 4282